

04-616-CD
CLATMS RECOVERY SYSTEMS, vs. GAY BATFS, et al.

Gil Kreiter et al vs Gay Bates et al
2004-616-CD

Gil Kreiter d/b/a
Bloomingdale Road Judgment Recovery
291 14th Street
Brooklyn, NY 11215-4911
(718) 360-1354 voice
(718) 788 0859 facsimile

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FILED *M/8:33am* *pd \$7.00*
JAN 30 2014 *PLF*

BRIAN K. SPENCER
PROTHONOTARY & CLERK OF COURTS

601

Plaintiff in Pro Per

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLAIMS RECOVERY SYSTEMS)	No. 2004-616-GD
)	
Plaintiff)	
.vs.)	
)	
GAY BATES)	
Defendant)	

PRAECIPE TO MARK JUDGMENT TO THE USE OF ASSIGNEE

TO THE OFFICE OF THE PROTHONOTARY:

In accordance with the Assignment of Judgment duly executed by the original Judgment Creditor, CLAIMS RECOVERY SYSTEMS, and attached hereto, kindly mark the judgment in the above case to the use of Gil Kreiter d/b/a Bloomingdale Road Judgement Recovery, upon payment of your costs only.

The precise address for Gil Kreiter d/b/a Bloomingdale Road Judgement Recovery is set forth above the caption.

Dated: the 21st of January, 2014

Gil Kreiter

Gil Kreiter d/b/a Bloomingdale
Road Judgement Recovery, Plaintiff
In Pro Per

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLAIMS RECOVERY SYSTEMS :
Plaintiff : No. 2004-616-GD
vs. :
: CIVIL ACTION
GAY BATES :
Defendant :
:

ASSIGNMENT OF JUDGMENT

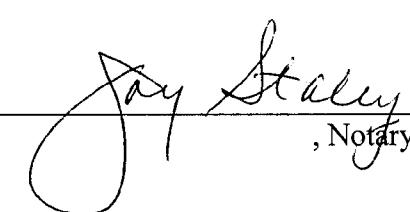
CLAIMS RECOVERY SYSTEMS, the judgment creditor and assignor, whose address is 8 East Main Street, Carnegie, PA, 15106, sold, transferred and assigned to Bloomingdale Road Judgment Recovery, all title, right and interest in the judgment entered on or about 6/14/2004, in the County of CLEARFIELD, Commonwealth of Pennsylvania, Docket Number 2004-616-GD, and against judgment debtor(s) GAY BATES, whose last known address is 126 FULTON ST, CLEARFIELD, PA, 16830, and further warrant that the amount of \$ 6,176.42 is unpaid, due and owing, plus costs and interest accrued from the date of judgment to the date of satisfaction. I further authorize and empower the prothonotary or any attorney on behalf of the assignee to mark the judgment to the assignee's use.

Witness my signature this 10th day of December, 2013.

Claims Recovery Systems, Inc.


Craig Barrett, President

Sworn to and subscribed
before me this 10th day of
December, 2013.


Joy Staley, Notary Public

COMMONWEALTH OF PENNSYLVANIA	
Notarial Seal	
Joy Staley, Notary Public	
Brentwood Boro, Allegheny County	
My Commission Expires Sept. 5, 2014	
Member, Pennsylvania Association of Notaries	



UNITED STATES
POSTAL SERVICE®

Certificate Of Mailin~

To pay fee, affix stamp or

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.
This form may be used for domestic and international mail.

From:

Gil Kreiter
291 14th Street
Brooklyn, NY 11215-4911

10

GAY BATES
126 FULTON ST
CLEARFIELD, PA

JAN 21 2011

三



U.S. POSTAGE
PAID

5120

PS Form 3817, April 2007 PSN 7530-02-000-9065

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLAIMS RECOVERY SYSTEMS)	No. 2004-616-GD
)	
Plaintiff)	
.vs.)	
GAY BATES)	
Defendant)	

CERTIFICATE OF SERVICE

I hereby certify that service of a true and correct copy of the foregoing **Assignment of Judgment and Praecipe to Mark Judgment to the Use of the Assignee** was made on the 21st of January, 2014 by United States first class mail, postage paid, to the parties in the above captioned matter to:

Defendant: GAY BATES
126 FULTON ST
CLEARFIELD, PA 16830

I understand that false statements herein are subject to the penalties of 18 Pa.C.S. para 4904 relating to unsworn falsification to authorities.



Gil Kreiter d/b/a Bloomingdale
Road Judgment Recovery
291 14th Street
Brooklyn, NY 11215-4911
(718) 360-1354 voice
(718) 788 0859 facsimile

COURT OF COMMON PLEAS
Clearfield County
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

04-6016-CJ

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Claims Recovery Systems	MAG. DIST. NO. OR NAME OF D.J. 46-3-02	
ADDRESS OF APPELLANT c/o 1204 Law & Finance Building, Pittsburgh, PA 15219	CITY STATE ZIP CODE	
DATE OF JUDGMENT 4/5/04	IN THE CASE OF (Plaintiff) Claims Recovery Systems	Defendant Gay Bates and vs. Rodger D. Baumgardner
CLAIM NO. CVX 31-04 LT 19	SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT  William F. Dannhardt, Esquire	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B.</p> <p>This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>_____ Signature of Prothonotary or Deputy</p>		
<p>If appellant was CLAIMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>		

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal
Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

Date: _____, 19 _____.

Signature of Prothonotary or Deputy

FILED Atty. Dannhardt
12/20/04 pd 8500
MAY 03 2004 copies to Atty

William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes,

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____ ; cc

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. _____ upon the District Justice designated therein on
(date of service) _____ . by personal service by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) _____ , on
_____ , 19_____. by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the Rule to File a Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on _____ , 19_____. by personal service by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ , 19_____

Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on _____ - _____ 19_____

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: CLEARFIELD

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
SUITE 133
CLEARFIELD, PA

Telephone: (814) 765-5335 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

CLAIMS RECOVERY SYSTEMS NAME and ADDRESS

6 EAST MALL PLAZA
CARNEGIE, PA 15106

L

VS.

DEFENDANT:

BATES, GAY, ET AL. NAME and ADDRESS

126 FULTON STREET
CLEARFIELD, PA 16830

L

Docket No.: **CV-0000031-04**

Date Filed: **2/06/04**



CLAIMS RECOVERY SYSTEMS
6 EAST MALL PLAZA
CARNEGIE, PA 15106

THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR DEFENDANT

Judgment was entered for: (Name) **BATES, GAY**

Judgment was entered against: (Name) **CLAIMS RECOVERY SYSTEMS**

in the amount of \$ **.00** on: (Date of Judgment) **4/05/04**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

Portion of Judgment for physical
damages arising out of residential
lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
=====	
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

APR 05 2004 Date Richard Ireland, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, 2006 .

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
SUITE 133
CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

CLAIMS RECOVERY SYSTEMS
6 EAST MALL PLAZA
CARNEGIE, PA 15106

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

CLAIMS RECOVERY SYSTEMS
6 EAST MALL PLAZA
CARNEGIE, PA 15106

NAME and ADDRESS

DEFENDANT:

BATES, GAY, ET AL.
126 FULTON STREET
CLEARFIELD, PA 16830

NAME and ADDRESS

Docket No.: **CV-0000031-04**
Date Filed: **2/06/04**



THIS IS TO NOTIFY YOU THAT:

Judgment:

FOR DEFENDANT

Judgment was entered for: (Name) **BAUMGARDNER, RODGER D**

Judgment was entered against: (Name) **CLAIMS RECOVERY SYSTEMS**

in the amount of \$ **.00** on: (Date of Judgment) **4/05/04**

Defendants are jointly and severally liable. (Date & Time) _____

Damages will be assessed on: _____

This case dismissed without prejudice. _____

Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

Portion of Judgment for physical
damages arising out of residential
lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____
	=====
Certified Judgment Total	\$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

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APR 05 2004 Date Ricardo Ireland, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

Date _____, District Justice

My commission expires first Monday of January, 2006 .

SEAL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLAIMS RECOVERY SYSTEMS

CIVIL DIVISION

Plaintiff(s),

v.

GAY BATES and RODGER D.
BAUMGARDNER

Defendant(s),

No. 2004-616-C

COMPLAINT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

William F. Dannhardt

PA. ID # 38595

WILLIAM F. DANNHARDT, ESQUIRE
1204 LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 566-1204
% 5286

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE

FILED

MAY 03 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLAIMS RECOVERY SYSTEMS

Plaintiff(s),

v.

No. 2004

GAY BATES and RODGER D.
BAUMGARDNER

Defendant(s),

NOTICE TO DEFEND AND CLAIM RIGHTS

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty days (20) after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

PENNSYLVANIA LAWYER REFERRAL SERVICE
100 South Street
P.O. Box 186
Harrisburg, PA 17108

1-800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLAIMS RECOVERY SYSTEMS

Plaintiff(s),

v.

No. AR04-

GAY BATES and RODGER D.
BAUMGARDNER

Defendant(s),

COMPLAINT

1. Plaintiff(s) is CLAIMS RECOVERY SYSTEMS. Plaintiff's address is c/o 1204 Law & Finance Building, Pittsburgh, PA 15219.
2. Defendant(s) is GAY BATES and RODGER D. BAUMGARDNER. Defendant's address is 126 Fulton Street, Clearfield, PA 16830.
3. Beginning March 15, 1994 and continuing from time to time thereafter, the Chase Manhattan Bank did grant to both parties use of a credit card at account no. 4253-3027-4900-8872. The Defendants did use said account and as of July 31, 2003 a balance of \$4,174.77 was due and owing. Chase sold the said account to Bureaus Investment Group on July 31, 2003 who sold it to Claims Recovery Systems, Inc. on November 20, 2003, the Plaintiff herein. Defendants are indebted on the said account for the balance stated, interest on said account and attorney fees as provided in all the documents attached hereto and designated Ex A. WHEREFORE, Plaintiff demands Judgment against Defendant(s) in the amount of \$4,174.77 plus interest from June 05, 2001 and attorney's fees of 20 % and costs.


WILLIAM F. DANNHARDT
Attorney for PLAINTIFF
1204 LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 566-1204

AFFIDAVIT

State of Illinois

County of Cook

Name: GAY BATES

Chase Account No: 4253-3027-4900-8872
Social Security No: 193-48-0738

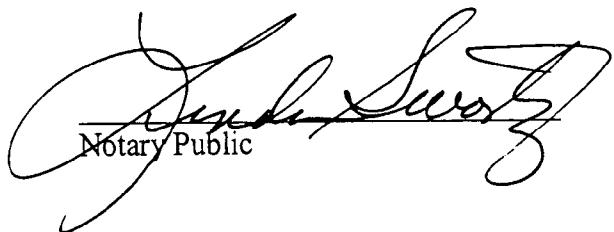
Aristotle Sangalang, being sworn, deposes and says that the affiant making this affidavit is a director of Bureaus Investment Group (the "Company"), which is located at 1717 Central Street, 2nd Floor, Evanston, Illinois 60204. The affiant is authorized to make the statements and representations herein. The Company's business records show that there was due and payable from GAY BATES, account #4253-3027-4900-8872 the amount of \$4,174.77. The Company acquired this account from Chase Manhattan Bank USA, NA on July 31, 2003, and sold the account to Claims Recovery Systems, Inc. on November 20, 2003. The affiant's records reflect the date of last payment as 06/04/01. The affiant states to the best of affiant's knowledge, information and belief there are no uncredited payments against the said debt.

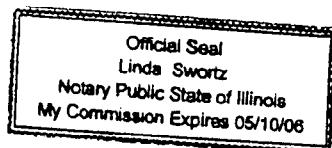
Dated this 31st day of December, 2003

Bureaus Investment Group
The Company

By: 
Printed Name: Aristotle Sangalang, Director

Subscribed to and sworn to before me this 31st day of December, 2003 by Aristotle Sangalang, Director of the Company.


Notary Public



5591 184-46-5228

Please indicate
Name, or address _____Telephone changes
Home () _____ Work () _____

ACCOUNT NUMBER	PAYMENT DUE DATE	PAST DUE AMOUNT	MINIMUM PAYMENT	NEW BALANCE	AMOUNT OF PAYMENT ENCLOSED
4253 3027 4900 8872	01/25/2002	522.00	605.00	4152.93	\$

5591 3000 AF F D 1 7 20

GAY BATES, RODGER D BAUMGARDNER
126 FULTON ST
CLEARFIELD PA 16830-1425

ACCOUNT NUMBER	CREDIT LINE	CREDIT AVAILABLE	DAYS IN BILLING CYCLE	BILL DATE	PAYMENT DUE DATE	MINIMUM PAYMENT DUE
4253 3027 4900 8872	4500		32	12/31/2001	01/25/2002	605.00
DATE OF TRANS	REFERENCE NUMBER	DESCRIPTION OF TRANSACTIONS				AMOUNT
0000	0000	LATE CHARGE - MIN PYMT NOT RECD BY DATE				29.00
		FAILURE TO MAKE PAYMENT HAS DAMAGED YOUR CREDIT RATING. HOWEVER, WE WANT TO WORK WITH YOU TO REBUILD YOUR CREDIT. CALL TODAY TO GET STARTED.				00 00 00 00
		IMPORTANT MESSAGE ABOUT AN IMMEDIATE PHONE PAYMENT FEE. WE MAY IN OUR DISCRETION PERMIT YOU TO MAKE PAYMENTS BY AUTHORIZING US ON YOUR BEHALF TO TRANSFER FUNDS FROM A DEPOSIT OR OTHER ACCOUNT TO YOUR ACCOUNT. FOR EACH SUCH PAYMENT, YOU WILL BE CHARGED AN IMMEDIATE PHONE PAYMENT PROCESSING FEE OF \$12.				55.28
		*** FINANCE CHARGE CURRENT CASH				20.01
		*** FINANCE CHARGE CURRENT PURCHASE				

PREVIOUS BALANCE	PAYMENTS	CREDITS	NEW PURCHASES AND ADVANCES	DEBIT ADJUSTMENTS	FINANCE CHARGE	OVERLINE AMOUNT	NEW BALANCE
4048.64	.00	.00	.00	29.00	75.29	.00	4152.93

AN AMOUNT FOLLOWED BY A MINUS SIGN(-) IS A CREDIT OR A CREDIT BALANCE UNLESS OTHERWISE INDICATED

YOU MAY AVOID ADDITIONAL FINANCE CHARGES ON PURCHASES IF YOU PAY THIS AMOUNT BY THE DUE DATE
\$ 1560.52

TYPES OF CREDIT TO WHICH RATES APPLY	FINANCE CHARGE BALANCES	DAILY PERIODIC RATE	NOMINAL ANNUAL PERCENTAGE RATES	ANNUAL PERCENTAGE RATE
PURCHASES	1087.31	.05751 %	20.99 %	20.99 %
ADVANCES	3003.97	.05751 %	20.99 %	20.99 %

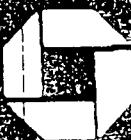
SEND INQUIRIES TO PO BOX 15919 WILMINGTON DE 19850-5919 IF YOU TELEPHONE YOUR INQUIRY, YOU DO NOT PRESERVE YOUR RIGHTS UNDER FEDERAL LAW.

CUSTOMER SERVICE TELEPHONE NUMBER'S: 800-334-6350, 800-545-0464

TO REPORT LOST/STOLEN CARDS, TOLL FREE 800-334-6350 ANYTIME FROM ALL 50 STATES, PUERTO RICO, AND THE U.S. VIRGIN ISLANDS. OUT OF AREA TELEX NUMBER: 682-2101. YOU ARE NOT REQUIRED TO PAY ANY SPECIFIC AMOUNT YOU HAVE PROPERLY REPORT TO US AS DISPUTED PENDING OUR COMPLIANCE WITH APPLICABLE LAW.

UR 001 (L)

The Chase Manhattan Bank (USA)



CHASE

**VISA/MasterCard
CREDIT AGREEMENT**

Definitions. This Agreement consists of this document and the Pricing Schedule which appears on the card carrier containing your credit card, as either may be amended from time to time. You should read the complete Agreement carefully and keep it with your records. In this Agreement, the words "you" and "your" mean any person (if more than one, individually and jointly) who is responsible for your Chase Visa and/or MasterCard Account, including each person who signed the application to open the Account or otherwise accepts or agrees to be obligated on the Account. "We," "us," and "our" refer to The Chase Manhattan Bank (USA). "Card" refers to the Chase Visa and/or MasterCard Credit Card(s) which we issue to you. "Account" refers to your Chase Visa and/or MasterCard Account with us.

Use Of Your Account. We have sent you the Card(s) you asked for. You agree to sign it promptly upon receipt. You may use the Card to lease or purchase goods and to obtain services on credit from any person who accepts the Card ("Purchase(s)"). You may also use the Card to obtain loans ("Cash Advances") from us or from anyone who will accept the Card (such as certain financial institutions that honor cash advance drafts or automated teller machines (ATM's) that dispense cash upon entering a proper personal identification number). In addition to the Card, you may use Chase Visa and/or Master Checking checks ("Check(s)") which we issue to you to obtain Cash Advances. We do not promise that everyone will honor the Card or Checks, and we have no obligation to you if anyone refuses to accept either of them. We will not be liable if any merchant, any bank or other person does not honor your Card, Check, or other form of request for a Purchase or Cash Advance, or fails to provide any service made available to you by us. From time to time you may be required to furnish identification when your Card is presented for use.

Obtaining Credit Without A Card. If you or someone

you authorize to use your Account signs a sales slip, obtains a Cash Advance, or gives your Account number to make a Purchase or obtain a Cash Advance without presenting the Card (such as for a mail order or a telephone purchase), or if you sign a Check, the legal effect will be the same as if the Card itself was used by you.

For Gold accounts only, if your personal or business check is cashed at a participating organization upon presentment with your Card and is returned to us unpaid, you authorize us to charge the amount of the check to your Account as a Cash Advance.

Use Of Checks. Each Check contains your Account number and may be used only by the person(s) whose name(s) is printed on it. Each must be completed and signed in the same way as a regular personal check. A Cash Advance is considered to be made and the funds received by you on the date we pay the Check. You may not use a Check to pay any amounts you owe under this Agreement.

We do not have to certify any Check and we are not obligated to pay a Check that is post-dated. Checks paid by us will not be returned to you with your periodic statement, but will be identified on it.

Credits For Refunds. If you obtain a refund, adjustment or credit for a Purchase made with the Card, you will receive a credit to your Account, not cash.

Return Of Cards And Checks. We have the right to repossess at any time the Card(s) and Checks that we give you. You agree to surrender them at our request.

Authorizations. Purchases above certain amounts and all Cash Advances require our prior approval. Our prior approval may be required in other circumstances as well. These approvals are called "authorizations." We may limit the number of authorizations we will give your Account on any one day.

We are not obligated to authorize a transaction using your Card or your Account or to pay a Check if:

(1) Your credit line or Cash Access line has been exceeded or would be exceeded by the transaction; (2) you have failed to pay amounts owed to us when due or have failed to follow any of the terms of this Agreement; (3) you have notified us or we have determined that the Card or your Checks have or may have been lost or stolen, or that there may be unauthorized access to your Account; or (4) you are in default or your rights under this Agreement have expired or been revoked.

At times when our authorization system is not fully

working, we may not be able to give our approval for some transactions even though they would not exceed your credit limit. These restrictions are for security reasons. For these security reasons we cannot explain the details of how our authorization system works. You agree that neither we nor our authorization agent shall be liable for not giving an authorization.

Obligations On Your Account. You authorize us to pay and charge your Account for all Purchases and Cash Advances resulting from the use of the Card, Checks or your Account. You promise to pay us for all these Purchases and Cash Advances, any Finance Charges and Other Charges provided for under this Agreement, and any other amounts that you may owe us. You are also responsible for any preauthorized or recurring charges on your Account (such as insurance premiums billed to your Account on a regular basis, or hotel or car rental charges that are permitted to be charged to your Account under the terms of the agreement or policies of the merchant). You may also be liable for certain unauthorized use of your Card or your Account, as described later in this Agreement. You are responsible for all these amounts charged to your Account whether charged by you, a person whom you permit to obtain credit on your Account (such as by lending a person your Card), or any other person using your Card or your Account with actual, implied or apparent authority for such use. If more than one person is obligated under this Agreement, we may require that you pay the full amount owed on your Account without our first asking the other person(s) to pay.

Your Credit Line. Your credit line and cash access line are shown on the folder containing your Card and/or on each monthly periodic statement. You, not we, are responsible for preventing the total balance on your Account from exceeding the credit line and the Cash Advances balance from exceeding the cash access line. You agree not to make any Purchases or to obtain any Cash Advances that would make the unpaid balance of your Account exceed these limits. If you do, we may demand that you pay the excess and you agree to pay it immediately. You also agree that we may change or cancel your credit line and/or Cash Access line at any time without prior notice and without affecting your obligation to pay amounts that you owe under this Agreement. Any such change or cancellation may result from our periodic review of the performance on your Account and/or consumer credit reports we may obtain from consumer reporting agencies (credit bureaus).



Periodic Statement. We will send you a periodic statement for each monthly billing cycle when there is any debit or credit balance of more than \$1 or when a Finance Charge has been imposed. You agree to notify us if you do not receive any particular statement.

Payments On Your Account. All payments must be made by you and received by us in accordance with the payment instructions that appear on your periodic statement. All payments must be made by check or money order payable in U.S. dollars, or such other means as we may expressly permit. Any payment made using a check or draft may not be processed or applied to your Account for reasons including that it is: postdated; incomplete (such as when a signature is missing); the numeric amount is different than the written amount; or it is not made payable as indicated on your periodic statement. Any payment instrument that is not honored by your bank will not be applied to your Account nor will it be returned to you. We may, but are not obligated to, accept any payment that is not drawn on the U.S. Post Office or a financial institution located in the United States. We may charge you any bank collection fees we incur for any check payments made in U.S. dollars drawn on a non-U.S. financial institution.

We can accept late or partial payments, and payments that are marked with restrictive endorsements such as "payment in full", without losing any of our rights.

At our option, we may permit you to skip your minimum monthly payment for one or more months without penalty. Finance Charges will continue to accrue on the outstanding balance during such skip payment period(s) and your next required minimum monthly payment will be calculated in accordance with the method set forth in this Agreement.

The Minimum Monthly Payment. Each month, you may pay all or any part of your balance, except you must pay us at least your minimum payment by the Payment Due Date. Your minimum payment is the total of:

1) the larger amount of the minimum payment fraction shown on the Pricing Schedule multiplied by your Purchases New Balance or \$10 (or your entire Purchases New Balance if it is less than \$10); plus

2) the larger amount of the minimum payment fraction shown on the Pricing Schedule multiplied by your Cash Advances New Balance or \$10 (or your entire Cash Advances New Balance if it is less than \$10); plus

3) any past due amount; plus

4) at our option, any amount you owe in excess of your

credit or cash access line.

Application Of Payments. We reserve the right to apply the payments on your Account in any manner we may choose in our sole discretion. Although we post your payments on the date we receive them, the credit available to you by reason of your payments may be restored as of the date the funds are collected by us. All credits for payments on your Account are subject to final payment by the institution on which the item of payment was drawn. In rare circumstances, restoring the credit available to you by reason of your payments may be further delayed.

Credit Balances And Overpayments. If there is a credit balance on your Account or you make an overpayment which creates a credit balance, we will apply it to future amounts owed. If you ask, we will refund any credit balance owed to you. Even if you do not ask, if a credit balance greater than \$1 remains in your Account for 6 months, we will automatically send you the credit balance outstanding at that time. We may charge to your Account and you agree to pay us for any credit balance(s) that is refunded to you in error.

Finance Charges. Finance Charges on your Account include those determined by a periodic rate, a minimum charge on Purchases balances and a Cash Advance transaction fee. This Agreement provides for the compounding of Finance Charges.

Finance Charges Determined By Periodic Rate/ Minimum Purchases Finance Charge. The Finance Charge determined by a periodic rate is figured separately for Purchases and Cash Advances, but the method used in the computation (generally known as the "average daily balance, including new transactions" method) is the same. Separate average daily balances are calculated for Purchases and Cash Advances. Each average daily balance is multiplied by a monthly periodic rate. A minimum **Finance Charge** in the amount set forth in the Pricing Schedule applies for the computation of the average daily balance for Purchases multiplied by the monthly periodic rate.

Average Daily Balance. Here is how we determine each of your average daily balances. For each day in the billing cycle, we take that day's beginning balance of Purchases or Cash Advances on your Account, add any new Purchases, new Cash Advances or debits to the appropriate balance and subtract any payments or credits from the appropriate balance as of that day. This gives us the daily balance for Purchases and the daily balance for Cash

Advances. We then add up all the Purchases daily balances and all the Cash Advances daily balances for the billing cycle, and divide each sum by the number of days in that billing cycle. This gives us the average daily balances for Purchases and Cash Advances.

Periodic Rate. The monthly periodic rates applied to the Purchases and Cash Advances average daily balances and the corresponding Annual Percentage Rates are in the Pricing Schedule. If the Pricing Schedule includes "Variable Rate Index and Margin" information for any particular rate that applies to your Account, that rate is a variable rate and the disclosures below regarding variable rates apply for that rate. If the Pricing Schedule does not include such "Variable Rate Index and Margin" information for any particular rate (as indicated by an "N/A" for "not applicable" or the absence of such information in the Pricing Schedule), that rate is fixed and the disclosures below regarding variable rates do not apply.

Variable Rates. If the monthly periodic rate and corresponding Annual Percentage Rate that apply to your Account are variable rates (see Pricing Schedule), they may increase or decrease from one billing cycle to another. These rates are based on the value of an index (the "Index") to which we add a margin. The Index and margin are in the Pricing Schedule. The Index plus the margin determine the nominal Annual Percentage Rate.

If the Index is not published on the relevant date, the Index we use in setting the monthly periodic rate for Purchases and/or Cash Advances on your Account will be the lowest Prime Rate published in *The New York Times* or any other newspaper of national circulation selected by us. For purposes of this Agreement, the Index is merely a pricing index. It is not, and should not be considered by you to represent, the lowest or the best interest rate available to a borrower at any particular bank at any given time.

The monthly periodic rate for Purchases and/or Cash Advances increases when the Index increases on the relevant date, and decreases when the Index decreases on the relevant date. An increase in the rate means you pay a larger Finance Charge and a higher minimum monthly payment. A decrease in the rate means you pay a smaller Finance Charge and a lower minimum monthly payment. There is no limit on the amount by which the monthly periodic rate and the corresponding Annual Percentage Rate may change at any one time or over the life of your Account. For instance, if the Annual Percentage Rate were to increase

by 5 percentage points, the amount of the Finance Charge charged to your Account on an average daily balance of \$1,000 would increase by \$4.17 per month.

Finance Charge Accrual And Grace Period.

Finance Charges are imposed on Purchases and Cash Advances from the transaction date or the first day of the billing cycle in which the transaction is posted to your Account (whichever is later), or, at our option, the date the transaction is posted to your Account. Finance Charges continue to accrue until payment in full is received. However, there is no Purchase Finance Charge for a monthly billing cycle if the Purchases balance(s) at the start of the cycle (the total Purchases Previous Balance shown on your statement) is zero or if it is paid and credited in full by the end of that billing cycle. Because of the manner in which payments are applied to your Account, any minimum due on the Cash Advance balance(s) must also be paid in order to avoid Finance Charges on Purchases.

Finance Charges Determined By A Transaction Fee. You will be charged and agree to pay us a transaction fee **Finance Charge** in the amount set forth on the Pricing Schedule for each Cash Advance that you receive.

Other Charges. The following fees and charges, when imposed, will be treated as a Purchase. The amounts of these fees and charges, and any limitations or restrictions that may apply other than as described below, are in the Pricing Schedule. If the Pricing Schedule indicates "N/A" next to any fee or charge or in the absence of such information, the fee or charge does not apply to your Account.

- **Annual Membership Fee.** A non-refundable fee imposed annually that is owed by you whether or not your Account is used at any time during the year.

- **Sales Slip or Duplicate Statement Fee.** A fee imposed for each original or copied sales slip and duplicate statement you request. The fee is not owed if a request for such a document reveals a billing error as defined by the Federal Reserve Board's Regulation Z.

- **Late Payment Charge.** A fee imposed for any minimum monthly payment which is not paid by the Payment Due Date shown on your monthly periodic statement.

- **Returned Payment Charge.** A fee imposed if your bank will not honor your check or payment instrument or we cannot process it.

- **Overshoot Fee.** This fee is imposed for any billing cycle in which your Account balance exceeds the credit limit on

your Account.

State Exceptions. Certain of the Other Charges differ in amount or do not apply as long as the billing address for your Account is in one of the states as designated in the Pricing Schedule. These states are designated by abbreviation. In alphabetical order, the abbreviations that may appear in the Pricing Schedule are: AL (Alabama), CA (California), CO (Colorado), IA (Iowa), ID (Idaho), IN (Indiana), KS (Kansas), ME (Maine), MN (Minnesota), NC (North Carolina), OK (Oklahoma), PA (Pennsylvania), SC (South Carolina), UT (Utah), WV (West Virginia), WI (Wisconsin), and WY (Wyoming). Your Pricing Schedule may include only some of these state abbreviations.

Credit Insurance. Any credit insurance offered in connection with your Account is optional. If you choose to purchase it through us, you authorize us to charge the premiums to your Account and you agree to pay for them in accordance with this Agreement.

Default. Your Account will be in default and we can require that the total outstanding balance be paid (this is known as the right of acceleration) if: (1) you exceed the credit limit in effect on your Account; (2) you fail to pay any amount owed under this Agreement when due; or (3) your ability to pay us is materially impaired (including, but not limited to, bankruptcy or insolvency proceedings that are initiated by or against you). We do not have to notify you or demand payment in order to take this action.

Collection Costs And Attorney's Fees. As permitted by law, you agree to pay all reasonable attorney fees, court costs and other collection costs actually incurred by us in the collection of any amounts you owe us under this Agreement.

Amendments To This Agreement. We can amend any of the terms of this Agreement at any time, and we can set the effective date for any such amendment. We will notify you by mail of any such amendment as required by law. The amended terms of this Agreement can apply to all outstanding unpaid indebtedness and any future transactions on your Account. Any change which would increase the rate of Finance Charge, Other Charges, or impose a fee or charge not set forth in this Agreement will be effective only if you agree to it. You agree to an amendment if: (1) after 30 days from the date we mail the notice of the change (or such later date indicated in the notice), you do not give us written notice rejecting the change at the address we specify; (2) you use the Account (even if you wrote to us

rejecting the amendment); or (3) you agree in writing to the change. We will indicate in our notice which of the above method(s) will constitute valid consent.

Cancellation. We can at any time without prior notice cancel your privileges under this Agreement (and we can list your Card in warning bulletins). We will notify you of a cancellation. You agree that you will not try to make any Purchase or obtain any Cash Advance after you have been notified that your privilege to use the Card or Checks has been cancelled. In this event, you must make other payment arrangements for preauthorized or recurring charges on your Account. You are still responsible for any Purchases or Cash Advances made on your Account even after it is closed. You may cancel your Account at any time by notifying us and cutting all Cards issued on your Account in half. You will remain liable for any charges made to your Account (by you, a joint account cardholder or anyone to whom you have lent, given or had issued a Card on your Account) prior to your cutting all Cards in half and notifying us of the cancellation. For any cancellation of your Account, we can require that you return to us all Cards issued on your Account.

No Security Interest. For your Account, we specifically waive any security interest in your property that we may have under any other agreement with you.

Credit Reporting/Sharing Credit Information. You agree that a consumer credit report may be requested periodically from one or more consumer reporting agencies (credit bureaus) and used in connection with your application and any update, renewal or extension of credit on your Account. If you request, you will be informed whether any consumer report was requested and, if so, of the name and address of the consumer reporting agency that furnished the report. You agree that we may share Account and other information as well as information contained in your Account application and in any credit report on you with any of our affiliates and others for purposes including considering your eligibility for their products or services.

Notices And Change Of Your Address. We can send statements and any other notices to you at the address shown for you in our files. If this is a joint Account, we can send statements and notices to either of you. You promise to inform us promptly of any changes in your address. You may write to us at the address listed below. To improve customer service and security, your telephone communications with us may be monitored or recorded.

Foreign Currency Transactions. Transactions on your

Account made in a foreign currency are converted into U.S. dollar amounts by Visa International or MasterCard International, Inc. Visa and MasterCard each have their own currency conversion procedure and rates. Currently the currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect the day before the transaction processing date, increased by one percent. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or the periodic statement posting date. We do not set the currency conversion rate nor do we receive any portion of it.

Where Agreement Made, Who Is Bound. This Agreement became effective in Delaware where we approved your Account. In addition to other ways in which you may have indicated your consent to be bound, this Agreement applies to you if you use the Account.

Delayed Enforcement. We may delay enforcing or not enforce any of our rights under this Agreement without losing any of them.

Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

Assignment. We can assign this Agreement and transfer the Account to any third party without notice to you. You cannot assign this Agreement or the Account.

Law That Applies. The laws of the United States of America and the State of Delaware apply to this Agreement and to your use of your Card, your Checks and your Account.

Your Liability For Unauthorized Use Of Your Card. You may be liable for the unauthorized use of your Card. You will not be liable for unauthorized use that occurs after you notify Chase BankCard Services, Fraud Risk and Loss Control Division, by writing to P.O. Box 29022, Phoenix, AZ 85072-9022, or orally by calling us toll free at 1-800-327-7804, of the loss, theft, or possible unauthorized use of your Card. In any case, your liability for unauthorized use will not exceed \$50. You agree that anyone who is issued a Card for your Account (or anyone to whom you lend or give your Card) is authorized to make charges to your Account to the same extent as you and that such authority cannot be limited by you. Such authority will continue until you revoke it by notifying us, obtaining the Card in your physical possession, and if it is a Card issued to an authorized user, by also cutting it in half. If you receive a benefit from the use of your Card or Account by another person, such use will not be

considered unauthorized.

Inquiries Or Questions. You may address any billing errors, inquiries or questions which you have about your Account to the address or phone number listed on your monthly statement. If you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors.

We will promptly investigate your inquiries or claims. We may request you to provide us with further information, sign document(s) or otherwise assist us in our efforts. If so, you agree to comply with our reasonable requests within the time limits indicated by us. If you refuse to assist us as requested and we lose our rights, you may be liable for any loss we incur.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case Of Errors Or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your monthly statement. Write to us as soon as possible. We must hear from you no later than 60 days after we have sent you the first bill on which the error or problem has appeared. You can telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights And Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including

Finance Charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find we made a mistake on your bill, you will not have to pay any Finance Charges related to any questioned amount. If we didn't make a mistake, you may have to pay Finance Charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule For Credit Card Purchases. If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state, or if not within your home state, within 100 miles of your current mailing address, and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or service.

THE CHASE MANHATTAN BANK (USA)

UR001 (L) 5-95

VERIFICATION

I, William F. Dannhardt, Attorney for Defendant, herein have read the Complaint. The statements of fact contained therein are true and correct to the best of my knowledge, information and belief.

This Verification is being made by counsel for Plaintiff because the Plaintiff's verification cannot be obtained in the time allowing for filing this pleading. The source of counsel's information is Craid Barrett.

This statement and verification is made subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsifications to authorities.

Dated 4-29-04



William F. Dannhardt

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
SUITE 133
CLEARFIELD, PA

Telephone: **(814) 765-5335** **16830**

RICHARD A. IRELAND
650 LEONARD STREET
SUITE 133
CLEARFIELD, PA 16830

NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE

PLAINTIFF:

CLAIMS RECOVERY SYSTEMS
6 EAST MALL PLAZA
CARNEGIE, PA 15106

NAME and ADDRESS

DEFENDANT:

BATES, GAY, ET AL.
126 FULTON STREET
CLEARFIELD, PA 16830

NAME and ADDRESS

Docket No.: **CV-0000031-04**
Date Filed: **2/06/04**



2004-616-C0

THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR DEFENDANT**

Judgment was entered for: (Name) **BATES, GAY**

Judgment was entered against: (Name) **CLAIMS RECOVERY SYSTEMS**

in the amount of \$ **0.00** on: (Date of Judgment) **4/05/04**

Defendants are jointly and severally liable.

Damages will be assessed on:

This case dismissed without prejudice.

Amount of Judgment Subject to Attachment/42 Pa.C.S. § 8127 \$ **0.00**

Portion of Judgment for physical damages arising out of residential lease \$ **0.00**

FILED (Date & Time) **05/07/2004**

Amount of Judgment	\$ 0.00
Judgment Costs	\$ 0.00
Interest on Judgment	\$ 0.00
Attorney Fees	\$ 0.00
Total	\$ 0.00
Post Judgment Credits	\$ 0.00
Post Judgment Costs	\$ 0.00
Certified Judgment Total \$ 0.00	

William A. Shaw
Prothonotary

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

APR 05 2004 Date **Richard Ireland**, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

MAY 07 2004 Date **Dale Green**, District Justice

My commission expires first Monday of January, **2006**.

SEAL

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF: **CLEARFIELD**

Mag. Dist. No.:

46-3-02

DJ Name: Hon.

RICHARD A. IRELAND
Address: **650 LEONARD STREET**
SUITE 133
CLEARFIELD, PA
Telephone: **(814) 765-5335**

16830

RICHARD A. IRELAND
650 LEONARD STREET
SUITE 133
CLEARFIELD, PA 16830

**NOTICE OF JUDGMENT/TRANSCRIPT
CIVIL CASE**

PLAINTIFF:

CLAIMS RECOVERY SYSTEMS
6 EAST MALL PLAZA
CARNEGIE, PA 15106

NAME and ADDRESS

DEFENDANT:

BATES, GAY, ET AL.
126 FULTON STREET
CLEARFIELD, PA 16830

NAME and ADDRESS

Docket No.: **CV-0000031-04**
Date Filed: **2/06/04**



THIS IS TO NOTIFY YOU THAT:

Judgment: **FOR DEFENDANT**

Judgment was entered for: (Name) **BAUMGARDNER, RODGER D**

Judgment was entered against: (Name) **CLAIMS RECOVERY SYSTEMS**

in the amount of \$ **00** on: (Date of Judgment) **4/05/04**

Defendants are jointly and severally liable.

(Date & Time) _____

Damages will be assessed on:

This case dismissed without prejudice.

Amount of Judgment Subject to
Attachment/42 Pa.C.S. § 8127 \$ _____

Portion of Judgment for physical
damages arising out of residential
lease \$ _____

Amount of Judgment	\$.00
Judgment Costs	\$.00
Interest on Judgment	\$.00
Attorney Fees	\$.00
Total	\$.00

Post Judgment Credits	\$ _____
Post Judgment Costs	\$ _____

Certified Judgment Total \$ _____

ANY PARTY HAS THE RIGHT TO APPEAL WITHIN 30 DAYS AFTER THE ENTRY OF JUDGMENT BY FILING A NOTICE OF APPEAL WITH THE PROTHONOTARY/CLERK OF THE COURT OF COMMON PLEAS, CIVIL DIVISION. YOU MUST INCLUDE A COPY OF THIS NOTICE OF JUDGMENT/TRANSCRIPT FORM WITH YOUR NOTICE OF APPEAL.

EXCEPT AS OTHERWISE PROVIDED IN THE RULES OF CIVIL PROCEDURE FOR DISTRICT JUSTICES, IF THE JUDGMENT HOLDER ELECTS TO ENTER THE JUDGMENT IN THE COURT OF COMMON PLEAS, ALL FURTHER PROCESS MUST COME FROM THE COURT OF COMMON PLEAS AND NO FURTHER PROCESS MAY BE ISSUED BY THE DISTRICT JUSTICE.

UNLESS THE JUDGMENT IS ENTERED IN THE COURT OF COMMON PLEAS, ANYONE INTERESTED IN THE JUDGMENT MAY FILE A REQUEST FOR ENTRY OF SATISFACTION WITH THE DISTRICT JUSTICE IF THE JUDGMENT DEBTOR PAYS IN FULL, SETTLES, OR OTHERWISE COMPLIES WITH THE JUDGMENT.

APR 05 2004 Date Richard Ireland, District Justice

I certify that this is a true and correct copy of the record of the proceedings containing the judgment.

MAY 07 2004 Date Richard Ireland, District Justice

My commission expires first Monday of January, **2006**.

SEAL

COMMONWEALTH OF PENNSYLVANIA

COURT OF COMMON PLEAS
Clearfield County
JUDICIAL DISTRICT

46th

NOTICE OF APPEAL

FROM

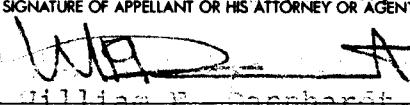
DISTRICT JUSTICE JUDGMENT

COMMON PLEAS No.

04/0116-CJ

NOTICE OF APPEAL

Notice is given that the appellant has filed in the above Court of Common Pleas an appeal from the judgment rendered by the District Justice on the date and in the case mentioned below.

NAME OF APPELLANT Claims Recovery Systems	MAG. DIST. NO. OR NAME OF D.J. 46-3-02
ADDRESS OF APPELLANT c/o 1204 Law & Finance Building, Pittsburgh, PA 15219	CITY STATE ZIP CODE
DATE OF JUDGMENT 4/5/04	IN THE CASE OF (Plaintiff) Claims Recovery Systems
CLAIM NO. CV 19-31-04 LT 19	(Defendant) Ray Bates and Sonja B. Bates, d/b/a Bates & Sonja, Inc.
SIGNATURE OF APPELLANT OR HIS ATTORNEY OR AGENT 	
<p>This block will be signed ONLY when this notation is required under Pa. R.C.P.J.P. No. 1008B. This Notice of Appeal, when received by the District Justice, will operate as a SUPERSEDEAS to the judgment for possession in this case.</p> <p>Signature of Prothonotary or Deputy</p>	
<p>If appellant was CLAMANT (see Pa. R.C.P.J.P. No. 1001(6) in action before District Justice, he MUST FILE A COMPLAINT within twenty (20) days after filing his NOTICE of APPEAL.</p>	

PRAECIPE TO ENTER RULE TO FILE COMPLAINT AND RULE TO FILE

(This section of form to be used ONLY when appellant was DEFENDANT (see Pa. R.C.P.J.P. No. 1001(7) in action before District Justice. IF NOT USED, detach from copy of notice of appeal to be served upon appellee).

PRAECIPE: To Prothonotary

Enter rule upon _____, appellee(s), to file a complaint in this appeal

Name of appellee(s)

(Common Pleas No. _____) within twenty (20) days after service of rule or suffer entry of judgment of non pros.

Signature of appellant or his attorney or agent

RULE: To _____

, appellee(s).

Name of appellee(s)

(1) You are notified that a rule is hereby entered upon you to file a complaint in this appeal within twenty (20) days after the date of service of this rule upon you by personal service or by certified or registered mail.

(2) If you do not file a complaint within this time, a JUDGMENT OF NON PROS WILL BE ENTERED AGAINST YOU.

(3) The date of service of this rule if service was by mail is the date of mailing.

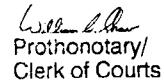
Date: _____, 19 ____.

Signature of Prothonotary or Deputy

I hereby certify this to be a true and attested copy of the original statement filed in this case.

MAY 03 2004

Attest.



Prothonotary/
Clerk of Courts

FILED

MAY 07 2004

William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF SERVICE OF NOTICE OF APPEAL AND RULE TO FILE COMPLAINT

(This proof of service MUST BE FILED WITHIN TEN (10) DAYS AFTER filing the notice of appeal. Check applicable boxes.)

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY ; ss

AFFIDAVIT: I hereby swear or affirm that I served

a copy of the Notice of Appeal, Common Pleas No. 04-616-CD, upon the District Justice designated therein on
(date of service) May 4, 2004, by personal service by (certified) (registered) mail, sender's
receipt attached hereto, and upon the appellee, (name) Say Gates and Roger D. Baumgardner, on
May 4, 2004, 19 by personal service by (certified) (registered) mail, sender's receipt attached hereto.

and further that I served the ~~Exhibit B~~ Complaint accompanying the above Notice of Appeal upon the appellee(s) to whom
the Rule was addressed on May 4, 2004, 19 by personal service by (certified) (registered)
mail, sender's receipt attached hereto.

SWORN (AFFIRMED) AND SUBSCRIBED BEFORE ME

THIS 15th DAY OF May, 2004

William E. Dannhardt Signature of affiant

Signature of official before whom affidavit was made

Title of official

My commission expires on 1-31-08 13

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Christina Shafer, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 31, 2008

Member, Pennsylvania Association Of Notaries

U.S. Postal Service
CERTIFIED MAIL RECEIPT

(Domestic Mail Only: No Insurance Coverage Provided)

0000 2870 0000 2412 2386

<i>5286</i>	Postage	\$.37	J D P H A Y	Postmark Date
	Certified Fee	2.30		
Return Receipt Fee (Endorsement Required)	1.75			
Restricted Delivery Fee (Endorsement Required)				
Total Postage & Fees	\$ 4.42			
Sent To		<i>D J Richard Ireland</i>		
Street, Apt. No.; or PO Box No.		<i>650 Leonard St Suite 133</i>		
City, State, ZIP+4		<i>Cleghorn PA 16830</i>		

FILED

MAY 07 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLAIMS RECOVERY SYSTEMS

CIVIL DIVISION

Plaintiff(s),

v.

**GAY BATES and RODGER D.
BAUMGARDNER**

Defendant(s),

No. 04-616-CD

**PRAECIPE TO SUBSTITUTE
PLEADING**

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

William F. Dannhardt

PA. ID # 38595

**WILLIAM F. DANNHARDT, ESQUIRE
1204 LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219**

**(412) 566-1204
% 5286**

**NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLAIMS RECOVERY SYSTEMS

Plaintiff(s),

v.

GAY BATES and RODGER D.
BAUMGARDNER

No. 04-616-CD

Defendant(s),

PRAECIPE TO SUBSTITUTE PLEADING

TO: THE PROTHONOTARY

Please substitute the attached in place of the
original Verification.


WILLIAM F. DANNHARDT, ESQUIRE
ATTORNEY FOR PLAINTIFF
1204 LAW AND FINANCE BUILDING
PITTSBURGH, PA 15219
412/566-1204

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLAIMS RECOVERY SYSTEMS

Plaintiff(s),

v.

GAY BATES and RODGER D.
BAUMGARDNER

No. 2004

Defendant(s),

VERIFICATION

The undersigned, Craig Barrett, avers
that the statements of fact contained in the attached
Complaint are true and correct to the best of his/her
information, knowledge and belief, and are made subject
to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904
relating to unsworn falsification to authorities.

Date 4/30/04



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLAIMS RECOVERY SYSTEMS

CIVIL DIVISION

Plaintiff(s),

v.

GAY BATES and RODGER D.
BAUMGARDNER

Defendant(s),

No. 04-616-CD

FILED

MAY 20 2004

William A. Shaw

AFFIDAVIT OF SERVICE Prothonotary/Clerk of Courts

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

William F. Dannhardt

PA. ID # 38595

WILLIAM F. DANNHARDT, ESQUIRE
1204 LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLAIMS RECOVERY SYSTEMS

Plaintiff(s),

v.

GAY BATES and RODGER D.
BAUMGARDNER

No. 04-616-CD

Defendant(s),

AFFIDAVIT OF SERVICE

I hereby certify that I served a true and correct copy of Complaint and Notice of Appeal on Gay Bates and Rodger D. Baumgardner on May 4, 2004 by certified mail - return receipt requested. Attached hereto and designated Exhibit "A" is the signed certified mail receipt. I also hereby certify that I served a copy of the Notice of Appeal on D.J. Richard Ireland on May 4, 2004 by certified mail return receipt requested. Attached hereto and designated Exhibit "B" is the signed certified mail receipt.

I aver that the statements of fact herein contained are true and correct to the best of my information, knowledge and belief. This statement is made subject to the penalties of 18 Pa. C. S. Section 4904 regarding unsworn falsification to authorities.



William F. Dannhardt, Esq.
Attorney for Plaintiff

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*Gay Bates and
Rodger D. Baumgardner
126 Fulton Street
Clearfield PA 16830*

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

Gay Bates

B. Date of Delivery

C. Signature

Gay Bates Agent
 Addressee

D. Is delivery address different from item 1?

 Yes
 No

If YES, enter delivery address below:

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

2. Article Number (Copy from service label)

7000 2870 0006 2412 2393

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Received by (Please Print Clearly) B. Date of Delivery</p> <p><i>Kathy Wilson</i> <i>MAY 6 2004</i></p> <p>C. Signature</p> <p><i>X <u>D. Ireland</u></i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p> <p><i>District Justice Richard Ireland 650 Leonard Street Suite 133 Clearfield PA 16830</i></p>	
<p>1. Article Addressed to:</p> <p><i>District Justice Richard Ireland 650 Leonard Street Suite 133 Clearfield PA 16830</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Copy from service label)</p> <p><i>7000 2870 0000 2412 2386</i></p>			

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLAIMS RECOVERY SYSTEMS

CIVIL DIVISION

FILED

Plaintiff(s),

v.

GAY BATES and RODGER D.
BAUMGARDNER

No. 04-616-CD

JUN 14 2004

William A. Shaw
Prothonotary

Defendant(s),

PRAECIPE FOR DEFAULT JUDGMENT

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

William F. Dannhardt

PA. ID # 38595

WILLIAM F. DANNHARDT, ESQUIRE
1204 LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 566-1204
5286

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLAIMS RECOVERY SYSTEMS

Plaintiff(s),

v.

No. 04-616-CD

GAY BATES and RODGER D.
BAUMGARDNER

Defendant(s),

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter judgment against Defendant(s) and in favor of Plaintiff in Default of an Answer or a Notice of Intention to Appear as follows:

AMOUNT CLAIMED IN COMPLAINT	\$ 4,174.77
PLUS INTEREST FROM 06-05-2001 TO: 06-10-2004	\$ 755.58
ADD ATTORNEY'S FEES	\$ 986.07
<hr/> TOTAL	\$ 5,916.42

I certify that I mailed a notice of default to the defendant(s) in the form attached hereto on the date stated thereon which was more than ten (10) days before filing this praecipe.



William F. Dannhardt
Attorney for PLAINTIFF
WILLIAM F. DANNHARDT, ESQUIRE
1204 LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 566-1204

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLAIMS RECOVERY SYSTEMS

Plaintiff(s),
v.
No. 04-616-CD

GAY BATES and RODGER D.
BAUMGARDNER

Defendant(s),

DEFAULT NOTICE

TO THE DEFENDANT: GAY BATES and RODGER D.
BAUMGARDNER
126 Fulton Street
Clearfield, PA 16830

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Pennsylvania Lawyer Referral Service
100 South Street, PO Box 186
Harrisburg, PA 17108
1-800-692-7375

Date S-25-04



William F. Dannhardt
Attorney for PLAINTIFF
WILLIAM F. DANNHARDT, ESQUIRE
1204 LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLAIMS RECOVERY SYSTEMS

CIVIL DIVISION

Plaintiff(s),

v.

GAY BATES and RODGER D.
BAUMGARDNER

Defendant(s),

No. 04-616-CD

AFFIDAVIT OF NON-MILITARY SERVICE

Code No. _____

Issue No. _____

Filed on Behalf of:

PLAINTIFF

ATTORNEY OF RECORD FOR THIS PARTY

William F. Dannhardt

PA. ID # 38595

WILLIAM F. DANNHARDT, ESQUIRE
1204 LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 566-1204
% 5286

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLAIMS RECOVERY SYSTEMS

Plaintiff(s),

v.

GAY BATES and RODGER D.
BAUMGARDNER

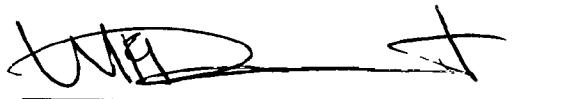
No. 04-616-CD

Defendant(s),

AFFIDAVIT OF NON-MILITARY SERVICE

I, William F. Dannhardt, do depose and say that the above-named defendant(s) Gay Bates and Rodger D. Baumgardner are not currently in the naval or military services of the United States, either directly or indirectly to the best of my knowledge, information and belief.

These statements are made subject to the penalties of 18 Pa. Cons. Stat. Ann. Section 4904 relating to unsworn falsification to authorities.



FILED

2004-06-14 1:52 PM
District of Columbia
JUN 14 2004

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLAIMS RECOVERY SYSTEMS

Plaintiff(s),
v.
No. 04-616-CD

GAY BATES and RODGER D.
BAUMGARDNER

Defendant(s),

NOTICE OF JUDGMENT

TO: GAY BATES and RODGER D.
BAUMGARDNER
126 Fulton Street
Clearfield, PA 16830

You, the above named Defendant(s) take notice that Judgment
has been entered with the Court of Common Pleas of CLEARFIELD
County, Civil Division in the sum of \$ 5,916.42 plus costs
and Interest.


PROTHONOTARY

William F. Dannhardt
Attorney for PLAINTIFF
WILLIAM F. DANNHARDT, ESQUIRE
1204 LAW AND FINANCE BUILDING
PITTSBURGH, PENNSYLVANIA 15219

(412) 566-1204

NOTE: THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Claims Recovery Systems
Plaintiff(s)

No.: 2004-00616-CD

Real Debt: \$5,916.42

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Gay Bates
Rodger D. Baumgardner
Defendant(s)

Entry: \$20.00

Instrument: DJ Judgment

Date of Entry: June 14, 2004

Expires: June 14, 2009

Certified from the record this 14th day of June, 2004

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

Date: 06/08/2004

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 11:59 AM

ROA Report

Page 1 of 1

Case: 2003-01864-CD

Current Judge: No Judge

BMP Systems vs. Bierly's Office Equipment, Inc.

District Justice Appeal

Date	Judge
12/19/2003	Filing: District Justice Appeals Paid by: Bryant, James N. (attorney for Bierley's Office Equipment) Receipt number: 1870781 Dated: 12/19/2003 Amount: \$85.00 (Check) Copies to Atty. Bryant No Judge ✓
12/23/2003	Proof Of Service of Notice of Appeal and Rule To File Complaint. filed. No Judge ✓
12/29/2003	Transcript From Jusdtice Ford. Filed. No Judge ✓
01/05/2004	Civil Complaint. filed by, s/Theron G. Noble, Esquire Verification s/Jeff Teats Certificate of Service no cc No Judge ✓
01/16/2004	Answer & Counterclaim. filed by, s/James N. Bryant, Esquire Verification. s/Harrison W. Tressler Certificate of Service no cc No Judge ✓
01/27/2004	Reply to New Matter and Answer to Counter-claim, filed by s/Theron G. Noble, Esq. No CC No Judge ✓
02/04/2004	STIPULATION. filed by, s/Theron G. Noble, Esq. s/James N. Bryant, Esq. Certificate of Service no cc No Judge ✓
03/18/2004	Filing: Praecipe/List For Arbitration Paid by: Noble, Theron G. (attorney for BMP Systems) Receipt number: 1875714 Dated: 03/18/2004 Amount: \$20.00 (Check) Praecipe To List for Arbitration. filed by, s/Theron G. Noble, Esquire Certificate of Service no cc Copy to C/A No Judge ✓
04/19/2004	ORDER, NOW, this 19th day of April, 2004, re: Arbitration scheduled for Monday, June 14, 2004, at 8:30 a.m. Arbitrators: Carl A. Belin, Jr., Esq., Chairman, J. Richard Lhota, Esq., and Michael S. Marshall, Esq. by the Court, s/FJA, P.J. 5 C/A No Judge ✓
05/20/2004	Certificate of Service, Defendant's Pretrial Memorandum upon Attys Noble, Lhota, Belin and M. Marshall. filed by, s/James N. Bryant, Esq. no cc No Judge ✓